

DIRECTOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ___th day of March 2021 between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Michelle Armstrong*, hereinafter referred to as the "Director."

W I T N E S S E T H:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the as *Food Service/Transportation Director* for one year, commencing **July 1, 2021** and terminating on **June 30, 2022** with such responsibilities and duties as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Food Service Director an annual salary of *Seventy-Five Thousand Four Hundred Forty-Three Dollars (\$75,443)*, in equal installments in accordance with the rules of the Board governing payments of other non-certificated, professional staff members in the District.

2. IMRF Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make an employer contribution to the Illinois Municipal Retirement Fund (IMRF) based on the rate set by IMRF. *(Rate subject to change annually on a calendar year.)*

The Director is responsible for the payment of the Member Contributions. Contribution rates are set by IMRF. *(Rate subject to change annually on a calendar year.)*

The Director does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the Illinois Municipal Retirement Fund system.

Both parties acknowledge that the Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Illinois Municipal Retirement Fund, and that such contributions are made as a condition of employment to secure the Director's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Director's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Director, nor as an extension of the termination date of this contract.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Director with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, and Vacation Days

The Director shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to two hundred forty (240) days.

The Director shall be granted two (2) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Director's accumulated sick leave.

The Director shall receive twenty (20) work days of vacation annually, exclusive of legal holidays. Said vacation days may not be taken during a period of time when school is in session, unless permission is given by the Board of Education or designee, Winter and Spring breaks as well as snow days are considered work days.

A maximum of ten (10) unused vacation days may be carried over from one school year to the next. In the Director's final year prior to retirement, he/she must use all vacation time prior to their last work day.

3. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Director may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Director as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

4. Other Benefits

- (a) Director shall be allowed such other privileges, leaves, and fringe benefits not specifically listed herein but applicable to other full-time non-certificated personnel, provided the Director satisfies eligibility criteria for such benefits.
- (b) Board shall reimburse the Director for reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made of expenses and receipts submitted to Superintendent for review and approval.
- (c) The Board shall reimburse the Director Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. Director will turn in a copy of his/her cellular bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Director shall be those duties set forth in the Director's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Director agrees to devote his/her best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he/she is employed. Only with the prior approval of the Superintendent and the Board of Education may he/she undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Director shall be *Two Hundred Sixty (260) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days, as well as Winter and Spring breaks and snow days.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Director's performance on or before June 1 of each year. The Director shall be formally evaluated in writing annually by the Superintendent on or before June 1 of each year. The evaluation shall include a description of the Director's duties and responsibilities and the standards to which the Director is to perform. It shall consider the Director's specific duties, responsibilities, management and competence as a Director and specify the Director's strengths and weaknesses with supporting reasons. The written evaluation shall be signed by both the Superintendent and the Director. The Director may respond to the evaluation in writing and such response shall be attached to and included in the Director's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Director periodically throughout the year to review and discuss the Director's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, and the assigned duties in accordance with the performance standards established for the position.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Director no later than (thirty) 30 days before the end of the contract term. If the Board determines not to re-employ the Director or to reassign the Director, such decision shall be provided in writing to the Director at least thirty (30) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Director shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Director has exhausted his/her accumulated sick leave and vacation benefits and either has been absent from his/her employment for a continuous period of fifty percent (50%) of his/her work days or presents to the Board upon request a physician's statement certifying that he/she is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Director an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Director shall be entitled to a hearing before the Board in closed session if he/she so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, selected and paid by the Board. The physician shall prepare a detailed report of the state of the Director's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Director which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Director, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Director chooses to be accompanied by legal counsel, he/she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) ***If to the Board:*** Board of Education
Herscher CUSD No. 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941

(b) ***If to the Director:*** ***Michelle Armstrong***
117 N Shelly
Reddick IL 60961

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of March, 2021.

DIRECTOR

**BOARD OF EDUCATION, HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Michelle Armstrong

By: _____
President

ATTEST:

Secretary

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this _____ day of March 2021, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Jill Fulton*, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as *RTI Coordinator* for the fiscal year, commencing **July 1, 2021**, and terminating on **June 30, 2022**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of **Sixty Thousand Four Hundred Twenty-Seven Dollars (\$60,427)** during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying her to act in the capacity to which she is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Family hospitalization and medical insurance in a program approved by the Board;
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave and Personal Leave

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to an appropriate professional development organization.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote her best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which she is employed. Only with the prior approval of the Superintendent and the Board of Education may she undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred (200)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred (200) day contract by the Superintendent or the Board.

E. **EVALUATION**

1. **Written Evaluation**

The Superintendent, in consultation with the Board, shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research-based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. **Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. **Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. **TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of her work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) ***If to the Board:*** Board of Education, Herscher CUSD #2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941

(b) ***If to the Administrator:*** ***Jill Fulton***
254 S Park Rd
Herscher IL 60941

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of March 2021.

RTI Coordinator

**BOARD OF EDUCATION, HERSCHER CUSD
2, KANKAKEE COUNTY, ILLINOIS**

Jill Fulton

By: _____
President

ATTEST:

Secretary

DIRECTOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of March 2021, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Larry Houberg*, hereinafter referred to as the "Director."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Director as *Maintenance Director* for one year, commencing **July 1, 2021**, and terminating on **June 30, 2022**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Director an annual salary of *Eighty-Eight Thousand Twenty-Two Dollars (\$88,022)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other non-certificated, professional staff members in the District. The Director hereby accepts employment upon the terms and conditions hereinafter set forth.

2. IMRF Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make an employer contribution to the Illinois Municipal Retirement Fund (IMRF) based on the rate set by IMRF. (Rate subject to change annually on a calendar year.)

The Director is responsible for the payment of the Member Contributions. Contribution rates are set by IMRF. (Rate subject to change annually on a calendar year.)

The Director does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the Illinois Municipal Retirement Fund system.

Both parties acknowledge that the Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Illinois Municipal Retirement Fund, and that such contributions are made as a condition of employment to secure the Director's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Director's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Director, nor as an extension of the termination date of this contract.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Director with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, and Vacation Days

The Director shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to two hundred forty (240) days.

The Director shall be granted two (2) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Director's accumulated sick leave.

The Director shall receive twenty (20) work days of vacation annually, exclusive of legal holidays. Said vacation days may not be taken during a period of time when school is in session. Unless permission is given by the Board of Education or designee, Winter and Spring breaks, as well as snow days are considered work days. A maximum of ten (10) unused vacation days may be carried from one school year to the next.

3. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Director may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Director as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

4. Other Benefits

(a) Director shall be allowed such other privileges, leaves, and fringe benefits not specifically listed herein but applicable to other full-time non-certificated personnel, provided the Director satisfies eligibility criteria for such benefits.

(b) Board shall reimburse the Director for reasonable monthly expenses incurred in the performance of his/her duties. Itemization shall be made of expenses and receipts submitted to Superintendent for review and approval.

(c) The Board shall reimburse the Director Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. Director will turn in a copy of his/her cellular bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Director shall be those duties set forth in the Director's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Director agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Director shall be *Two Hundred Sixty (260)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days, as well as Winter and Spring breaks and snow days.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Director's performance on or before June 1 of each year. The Director shall be formally evaluated in writing annually by the Superintendent on or before June 1 of each year. The evaluation shall include a description of the Director's duties and responsibilities and the standards to which the Director is to perform. It shall consider the Director's specific duties, responsibilities, management and competence as a Director and specify the Director's strengths and weaknesses with supporting reasons. The written evaluation shall be signed by both the Superintendent and the Director. The Director may respond to the evaluation in writing and such response shall be attached to and included in the Director's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Director periodically throughout the year to review and discuss the Director's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, and the assigned duties in accordance with the performance standards established for the position.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Director no later than (thirty) 30 days before the end of the contract term. If the Board determines not to re-employ the Director or to reassign the Director, such decision shall be provided in writing to the Director at least thirty (30) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Director shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Director has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Director an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Director shall be entitled to a hearing before the Board in closed session if he/she so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, selected and paid by the Board. The physician shall prepare a detailed report of the state of the Director's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Director which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Director, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Director chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) ***If to the Board:*** Board of Education, Herscher CUSD No. 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941

(b) ***If to the Director:*** ***Larry Houberg***
1145 S 19000 W Rd
Reddick IL 60961

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of March 2021.

MAINTENANCE DIRECTOR

**BOARD OF EDUCATION,
HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Larry Houberg

By: _____
President

ATTEST:

Secretary

DIRECTOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of March 2021 between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Benjamin Seeman*, hereinafter referred to as the "Network/Technology Specialist."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Director as *Network/Technology Specialist* for one year, commencing **July 1, 2021**, and terminating on **June 30, 2022**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Specialist an annual salary of *Eighty-Five Thousand, Six Hundred Sixty-Six Dollars (\$85,666)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other non-certificated, professional staff members in the District. The Specialist hereby accepts employment upon the terms and conditions hereinafter set forth.

2. IMRF Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make an employer contribution to the Illinois Municipal Retirement Fund (IMRF) based on the rate set by IMRF. *(Rate subject to change annually on a calendar year.)*

The Specialist is responsible for the payment of the Member Contributions. Contribution rates are set by IMRF. *(Rate subject to change annually on a calendar year.)*

The Specialist does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the Illinois Municipal Retirement Fund system.

Both parties acknowledge that the Specialist did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Illinois Municipal Retirement Fund, and that such contributions are made as a condition of employment to secure the Specialist's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Specialist's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Specialist, nor as an extension of the termination date of this contract.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Specialist with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, and Vacation Days

The Specialist shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to two hundred forty (240) days.

The Specialist shall be granted two (2) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Specialist's accumulated sick leave.

The Specialist shall receive twenty (20) work days of vacation annually, exclusive of legal holidays. Said vacation days may not be taken during a period of time when school is in session. Unless permission is given by the Board of Education or designee, Winter and Spring breaks as well as snow days are considered work days. A maximum of ten (10) vacation days may be carried over from one school year to the next.

3. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Specialist may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Specialist as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

4. Other Benefits

- (a) Specialist shall be allowed such other privileges, leaves, and fringe benefits not specifically listed herein but applicable to other full-time non-certificated personnel, provided the Specialist satisfies eligibility criteria for such benefits.
- (b) Board shall reimburse the Specialist for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of expenses and receipts submitted to Superintendent for review and approval.
- (c) The Board shall reimburse the Specialist Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. Specialist will turn in a copy of his cellular bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Specialist shall be those duties set forth in the Specialist's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Specialist agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which she is employed. Only with the prior approval of the Superintendent and the Board of Education may she undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Specialist shall be *Two Hundred Sixty (260)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days, as well as Winter and Spring breaks and snow days.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Specialist's performance on or before June 1 of each year. The Specialist shall be formally evaluated in writing annually by the Superintendent on or before June 1 of each year. The evaluation

shall include a description of the Specialist's duties and responsibilities and the standards to which the Specialist is to perform. It shall consider the Specialist's specific duties, responsibilities, management and competence as a Specialist and specify strengths and weaknesses with supporting reasons. The written evaluation shall be signed by both the Superintendent and the Specialist. The Specialist may respond to the evaluation in writing and such response shall be attached to and included in the Specialist's personnel file.

2. **Periodic Assessments**

The Superintendent will meet with the Specialist periodically throughout the year to review and discuss the Specialist's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, and the assigned duties in accordance with the performance standards established for the position.

3. **Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Specialist no later than (thirty) 30 days before the end of the contract term. If the Board determines not to re-employ the Specialist or to reassign the Specialist, such decision shall be provided in writing to the Specialist at least thirty (30) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. **TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Specialist shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. **Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Specialist has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Specialist an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Specialist shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, selected and paid by the Board. The physician shall prepare a detailed report of the state of the Specialist's physical and/or mental health and submit it to the Board of Education.\

2. **Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Specialist which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Specialist, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Specialist chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) *If to the Board:* Board of Education, Herscher CUSD No. 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941
- (b) *If to the Director:* ***Benjamin Seeman***
345 W Oak St
Coal City IL 60416

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of March 2021.

NETWORK SPECIALIST/DIRECTOR

**BOARD OF EDUCATION, HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Benjamin Seeman

By: _____
President

ATTEST:

Secretary